

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption <b>Snow and Ice Removal Services</b>			Page of Pages 1      52	
2. Contract Number		3. Solicitation Number  <b>DCKA-2007-B-0092</b>		4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued  <b>9/17/2007</b>	
				6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside			
7. Issued By: <b>Office of Contracting and Procurement District Department of Transportation 2000 -14th Street, NW, 6th Floor Washington, DC 20009</b>				8. Address Offer to: <b>Office of Contracting and Procurement 2000 14th Street, NW, Bid Room (3rd Floor) Washington, DC 20009</b>			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>  2  </u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the							
bid counter located at <u>  2000 14th Street, NW, 3rd Floor, Bid Room, Washington, DC  </u> until <u>  2:00 p.m.  </u> local time <u>  1-Oct-07  </u> (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name <b>Vallarie Howard</b>		B. Telephone (Area Code) <b>202</b> (Number) <b>671-2279</b> (Ext)		C. E-mail Address <a href="mailto:vallarie.howard@dc.gov">vallarie.howard@dc.gov</a>	
<b>11. Table of Contents</b>							
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	31-37
X	B	Supplies or Services and Price/Cost	2-7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	8-12	X	J	List of Attachments	38
x	D	Packaging and Marking	13	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	14	X	K	Representations, certifications and other statements of offerors	39-41
X	F	Deliveries or Performance	15				
X	G	Contract Administration Data	16-20				
X	H	Special Contract Requirements	21-30	X	L	Instructions, conditions & notices to offerors	42-48
				X	M	Evaluation factors for award	49-52
<b>OFFER</b>							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>  90  </u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	____ Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number		Date		Amendment Number
15A. Name and Address of Offeror					16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered		20. Amount		21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print)		23. Signature of Contracting Officer (District of Columbia)				24. Award Date	



## **SECTION B: SUPPLIES OR SERVICES AND PRICE**

- B.1** The Government of the District of Columbia (District), Office of Contracting and Procurement, on behalf of the District Department of Transportation (DDOT), Infrastructure Project Management Administration, is seeking a Contractor to perform snow and ice removal services in accordance with the specifications specified herein.
- B.1.1** The Contractor shall provide all supervision, personnel, equipment, materials, tools, supplies and all incidentals required to remove ice and snow from District streets designated under the National Highway System.
- B.1.2** The District Government contemplates award of a requirements contract for the services specified with payment based on fixed unit prices as set forth in the SCHEDULE below. Contractor shall provide all specified services required by the District.

### **B.2 REQUIREMENTS**

The District will purchase its requirement of the articles or services included herein from the Contractor. The estimated quantities of hours stated herein reflect the best estimates available. The estimated total hours shall not be construed as a representation that the estimated quantity of hours will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities of hours which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders. The Contractor shall not have the right to refuse a properly administered order for service.

- B.2.1** Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, Section G.10. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- B.2.2** In case of very large storms the District reserves the right to require additional equipment, e.g., haul trucks and loaders, on specified routes.

**B.4 PRICE SCHEDULE-REQUIREMENTS****B.4.1 BASE PERIOD (1 YEAR)****AGGREGATE AWARD GROUP (CLINs 0001 THRU 0007)**

<b>Contract Line Item Nos. (CLINs)</b>	<b>Item Description</b>	<b>Unit</b>	<b>Estimated Quantity Hours</b>	<b>Unit Price</b>	<b>Total Estimated Price</b>
<b>0001</b>	<b>Loaders (Section C.3.2)</b>	<b>HR</b>	<b>60</b>	<b>\$_____</b>	<b>\$_____</b>
<b>0002</b>	<b>Haul Trucks (Section C.3.3)</b>	<b>HR</b>	<b>240</b>	<b>\$_____</b>	<b>\$_____</b>
<b>0003</b>	<b>3 Truck Ready Crew with Plow/Spreader Trucks (Section C.3.4)</b>	<b>HR</b>	<b>300</b>	<b>\$_____</b>	<b>\$_____</b>
<b>0004</b>	<b>Spray Truck - Pre Treat (Section C.3.5)</b>	<b>HR</b>	<b>200</b>	<b>\$_____</b>	<b>\$_____</b>
<b>0005</b>	<b>Plow/Spreader Trucks (Section C.3.6)</b>	<b>HR</b>	<b>9900</b>	<b>\$_____</b>	<b>\$_____</b>
<b>0006</b>	<b>Pick-Up Trucks (Section C.3.7)</b>	<b>HR</b>	<b>600</b>	<b>\$_____</b>	<b>\$_____</b>
<b>0007</b>	<b>Coordination Meetings with Lead Personnel (Section C.3.8)</b>	<b>HR</b>	<b>8</b>	<b>\$_____</b>	<b>\$_____</b>
<b>Grand Total for B.4.1</b>				<b>\$_____</b>	<b>\$_____</b>

**B.4.2 OPTION YEAR ONE****AGGREGATE AWARD GROUP (CLINs 1001 THRU 1007)**

<b>Contract Line Item Nos. (CLINs)</b>	<b>Item Description</b>	<b>Unit</b>	<b>Estimated Quantity Hours</b>	<b>Unit Price</b>	<b>Total Estimated Price</b>
<b>1001</b>	<b>Loaders (Section C.3.2)</b>	<b>HR</b>	<b>60</b>	<b>\$_____</b>	<b>\$_____</b>
<b>1002</b>	<b>Haul Trucks (Section C.3.3)</b>	<b>HR</b>	<b>240</b>	<b>\$_____</b>	<b>\$_____</b>
<b>1003</b>	<b>3 Truck Ready Crew with Plow/Spreader Trucks (Section C.3.4)</b>	<b>HR</b>	<b>300</b>	<b>\$_____</b>	<b>\$_____</b>
<b>1004</b>	<b>Spray Truck (Section C.3.5)</b>	<b>HR</b>	<b>200</b>	<b>\$_____</b>	<b>\$_____</b>
<b>1005</b>	<b>Plow/Spreader Trucks (Section C.3.6)</b>	<b>HR</b>	<b>9900</b>	<b>\$_____</b>	<b>\$_____</b>
<b>1006</b>	<b>Pick-Up Trucks (Section C.3.7)</b>	<b>HR</b>	<b>600</b>	<b>\$_____</b>	<b>\$_____</b>
<b>1007</b>	<b>Coordination Meetings Lead Personnel (Section C.3.8)</b>	<b>HR</b>	<b>8</b>	<b>\$_____</b>	<b>\$_____</b>
<b>Grand Total for B.4.2</b>				<b>\$_____</b>	<b>\$_____</b>

**B.4.3 OPTION YEAR TWO****AGGREGATE AWARD GROUP (CLIN' S 2001 THRU 2007)**

<b>Contract Line Item Nos. (CLINs)</b>	<b>Item Description</b>	<b>Unit</b>	<b>Estimated Quantity Hours</b>	<b>Unit Price</b>	<b>Total Estimated Price</b>
<b>2001</b>	<b>Loaders (Section C.3.2)</b>	<b>HR</b>	<b>60</b>	<b>\$_____</b>	<b>\$_____</b>
<b>2002</b>	<b>Haul Trucks (Section C.3.3)</b>	<b>HR</b>	<b>240</b>	<b>\$_____</b>	<b>\$_____</b>
<b>2003</b>	<b>3 Truck Ready Crew with Plow/Spreader Trucks (Section C.3.4)</b>	<b>HR</b>	<b>300</b>	<b>\$_____</b>	<b>\$_____</b>
<b>2004</b>	<b>Spray Truck (Section C.3.5)</b>	<b>HR</b>	<b>200</b>	<b>\$_____</b>	<b>\$_____</b>
<b>2005</b>	<b>Plow/Spreader Trucks (Section C.3.6)</b>	<b>HR</b>	<b>9900</b>	<b>\$_____</b>	<b>\$_____</b>
<b>2006</b>	<b>Pick-Up Trucks (Section C.3.7)</b>	<b>HR</b>	<b>600</b>	<b>\$_____</b>	<b>\$_____</b>
<b>2007</b>	<b>Coordination Meetings Lead Personnel (Section C.3.8)</b>	<b>HR</b>	<b>8</b>	<b>\$_____</b>	<b>\$_____</b>
<b>Grand Total for B.4.3</b>				<b>\$_____</b>	<b>\$_____</b>

**B.4.4 OPTION YEAR THREE****AGGREGATE AWARD GROUP (CLINs 3001 THRU 3007)**

<b>Contract Line Item Nos. (CLINs)</b>	<b>Item Description</b>	<b>Unit</b>	<b>Es timated Quantity Hours</b>	<b>Unit Price</b>	<b>Total Estimated Price</b>
<b>3001</b>	<b>Loaders (Section C.3.2)</b>	<b>HR</b>	<b>60</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>3002</b>	<b>Haul Trucks (Section C.3.3)</b>	<b>HR</b>	<b>240</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>3003</b>	<b>3 Truck Ready Crew with Plow/Spreader Trucks (Section C.3.4)</b>	<b>HR</b>	<b>300</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>3004</b>	<b>Spray Truck (Section C.3.5)</b>	<b>HR</b>	<b>200</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>3005</b>	<b>Plow/Spreader Trucks (Section C.3.6)</b>	<b>HR</b>	<b>9900</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>3006</b>	<b>Pick-Up Trucks (Section C.3.7)</b>	<b>HR</b>	<b>600</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>3007</b>	<b>Coordination Meetings Lead Personnel (Section C.3.8)</b>	<b>HR</b>	<b>8</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>Grand Total for B.4.4</b>				<b>\$ _____</b>	<b>\$ _____</b>

#### B.4.5 OPTION YEAR FOUR

##### AGGREGATE AWARD GROUP (CLINs 4001 THRU 4007)

Contract Line Item Nos. (CLINs)	Item Description	Unit	Estimated Quantity Hours	Unit Price	Total Estimated Price
4001	Loaders (Section C.3.2)	HR	60	\$ _____	\$ _____
4002	Haul Trucks (Section C.3.3)	HR	240	\$ _____	\$ _____
4003	3 Truck Ready Crew with Plow/Spreader Trucks (Section C.3.4)	HR	300	\$ _____	\$ _____
4004	Spray Truck (Section C.3.5)	HR	200	\$ _____	\$ _____
4005	Plow/Spreader Trucks (Section C.3.6)	HR	9900	\$ _____	\$ _____
4006	Pick-Up Trucks (Section C.3.7)	HR	600	\$ _____	\$ _____
4007	Coordination Meetings Lead Personnel (Section C.3.8)	HR	8	\$ _____	\$ _____
Grand Total for B.4.5				\$ _____	\$ _____

## **SECTION C: SPECIFICATIONS/WORK STATEMENT**

### **C.1 SCOPE:**

It is the intent of the District of Columbia Government, Department of Transportation (DDOT), Infrastructure Project Management Administration (IPMA) to acquire the services of a Contractor to perform snow and ice removal to ensure that the roadways are passable as specified herein. The scope of the roadway coverage is the National Highway System (NHS) within the District of Columbia as shown in Attachment J.1.5.

#### **C.1.1 APPLICABLE DOCUMENTS**

The Contractor shall perform work in accordance with the documents in the following table. The Contractor shall use the latest version of each of the documents in conducting the work. The Contractor shall be responsible for ensuring that it has and is using the latest version of these documents at the time that the affected work is being conducted. These documents are incorporated by reference and will be made a part of the contract.

<b>Number</b>	<b>Title</b>	<b>Date</b>
1	Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts	March 2007
2	NSH Street Map of Snow Routes	Most recent version
3	Wage Determination No.: 2005-2103, Revision 4	July 5, 2007

#### **C.1.2 DEFINITIONS**

C.1.1 One (1) Lane Mile – One (1) mile in length by twelve (12) feet wide.

C.1.2 Snow Event (event) – A Snow, Ice or Anti-icing Event is the period declared by the District in which the Contractor is required to perform all requirements of the contract, more specifically provide for use of the District all required equipment and equipment operators as ordered by the COTR, that would enable the District to execute all aspects of its snow and ice control program.

### **C.2 BACKGROUND**

The District has a recurring need to ensure the safety of the traveling public through the provision of snow and ice control services on the National Highway



System (NHS). These services have been satisfied over the last seven years, through the employment of a Contractor that provided all required equipment, equipment operators and the resources required to operate the equipment. The Contractor's operators work under the purview of a COTR and zone supervisors provided by the DDOT to fulfill this operational objective.

It is estimated that during the snow season the District will experience fifteen (15) snow events that last for approximately twenty (20) hours.

### **C.3 REQUIREMENTS**

The Contractor shall provide all the supervision, personnel, equipment, materials, tools, supplies and all incidentals required to provide snow and ice removal and related services on District streets designated under the National Highway System. The Contractor shall use the procedures prescribed in Section C.3.1 in performance of the services. The Contractor shall provide the equipment and personnel specified in Sections C.3.3 through C.3.8. The Contractor shall provide licensed/qualified drivers to staff at a minimum two (2) consecutive 12 hour shifts for a snow event.

#### **C.3.1 OPERATIONING PROCEDURES**

C.3.1.1 The Contractor shall provide snow plowing, salting, loading and hauling snow, and pre-treating services in the performance of the contract. The COTR will notify the Contractor a minimum of six (6) hours prior to deployment of an event. The COTR will inform the Contractor of the event start time and of the services by CLINS that the Contractor is to provide for that event. At the event start time, the Contractor shall have all the ordered resources, e.g. equipment and personnel at the District-assigned DDOT salt domes ready to be loaded with salt. Hourly payment will begin at this point. The event will continue until the DDOT, through the COTR, declares that it is over. If DDOT calls off an event after the Contractor is notified to mobilize, the District will compensate the Contractor for a minimum of four (4) hours for the CLINS that DDOT ordered for the event. A minimum of two (2) DDOT supervisors per zone will be assigned to manage and supervise Contractor personnel and equipment operation at each event.

C.3.1.2 If any loader or truck breaks down during operations the Contractor shall provide a replacement. Each hour that the broken loader/truck is out of service without a replacement will result in liquidated damages. See section H.10 Liquidated Damages.

C.3.1.3 One dry run (100% mobilization of Contractor and District equipment and personnel) will be conducted. On a predetermined date after November 1, 2007, the District will announce a dry run test of the entire snow program. The Dry Run is required to identify any weaknesses in the overall plan. It is an exercise that

will demonstrate that each truck is operational and each driver knows his assignment. Each driver is given an opportunity to drive his assigned route entirely to identify any obstacles prior to a snow storm. The event will last at least 4 hours and possibly 8 hours. Equipment operators shall be required to have all communication devices during the dry run and be able to communicate with DDOT supervisors. See sections H.9.3.1 District supplied communication devices and H.9.3.2 Contractor supplied communication devices. All requirements outlined in the contract and that are necessary during an actual storm event shall be in place for the dry run.

### **C.3.2 Loaders - CLINs 0001, 1001, 2001, 3001 and 4001**

As ordered by the COTR, the Contractor shall provide fully operational loaders with operators either at the salt dome facility to assist District personnel in loading salt or at District street locations to load snow. The bucket size of the loader must be a minimum of five (5) cubic yards. It is estimated that during the snow season there will be at least one (1) event that will require the use of loaders. The COTR will order approximately five (5) loaders for this event.

### **C.3.3 Haul Trucks - CLINs 0002, 1002, 2002, 3002, and 4002**

As ordered by the COTR, the Contractor shall provide fully operational haul trucks with operators. The haul trucks generally will be used for the purpose of hauling snow/ice debris from various routes within the District to designated “dump sites” within the District. Under normal operating procedures, the COTR will order haul trucks for snow events of 10 inches or greater. Haul trucks shall be 10-wheel dump, 6x4, minimum 64,000 lbs with dump bed minimum capacity of 17 cubic yards. The Contractor shall provide all work zone traffic control devices and advance warning for designated “hauling areas” where haul trucks and loaders are used. Traffic control shall be incidental to haul trucks and no separate payment will be made. The COTR will order approximately twenty (20) haul trucks for this type of event.

### **C.3.4 Three (3) Truck Ready Crew with Plow/Spreader - CLINs 0003, 1003, 2003, 3003 and 4003**

As ordered by the COTR, the Contractor shall supply a three (3) truck ready crew equipped with fully operational plow/spreader trucks to spread salt and plow on District-defined areas for the purpose of: 1) managing re-freezing after the end of a declared event; or 2) in case of a freezing emergency declared by the DDOT. All truck requirements of CLIN 0002 apply. The DDOT will provide the Contractor with a minimum of two (2) hours notice to supply this crew. During the snow season, the DDOT will order this CLIN for approximately thirty (30) occasions. Some of the occasions will not coincide with an official declaration of an event.

### **C.3.5 Spray Truck to Pre-Treat – CLINs 0004, 1004, 2004, 3004 and 4004**

As ordered by the COTR, the Contractor shall provide one (1) unit consisting of two (2) fully operational spray trucks with operators. All liquid spray trucks must have a minimum capacity of 2,000 gallons. Each truck must have the ability to spray a minimum of 12 feet wide. Speed sensitive adjustable spray rates from 20 to 100 gallons per lane mile are required.

### **C.3.6 Plow/Spreader Trucks - CLINs 0005, 1005, 2005, 3005 and 4005**

- C. 3.6.1 As ordered by the COTR, the Contractor shall provide fully operational plow/spreader (snowplow) trucks. The tandem axle trucks must have a minimum 270 horsepower engine. The contractor shall have each truck in compliance with all state and federal regulations. All snowplow trucks must be designed and engineered to safely operate under the expected load capacity and extreme working conditions. If, in the opinion of the DDOT zone supervisor, the truck is not in a satisfactory mechanical or safe condition, then the contractor shall remove it from the work site and replace it with a fully operational vehicle.
- C.3.6.2 The contractor shall assign a unique number that is prominently displayed on each truck used in performance of the contract. The Contractor shall prominently display the Contractor's company name or logo and phone number on the door of each truck.
- C. 3.6.3 The Contractor shall ensure that each truck has flashing warning lights that can be viewed from any angle and side.
- C. 3.6.4 The Contractor shall ensure that each trucks has 75 mm wide, orange colored reflector tape applied near the top and along the full width of the truck hopper at the rear of the vehicle and a similar 75 mm wide tape applied to the full width of the tail plate.
- C. 3.6.5 The Contractor shall install and display on each truck a warning sign on the back of each plow truck and spray truck "STAY BACK 250 Feet".
- C. 3.6.6 When snowplowing on recently applied seal coats or asphatabilized base course surfaces, as determined by the DDOT's zone supervisor, the contractor shall equip each truck with power floats, castor wheels or rubber blades to reduce damage done to these surfaces. The Contractor shall not use other "protective equipment" without receiving the written approval from the COTR. The Contractor shall repair at his expense any damage to these surfaces resulting from using equipment not approved by the COTR.

**C.3.7 Pick Up Trucks –CLINs 0006, 1006, 2006, 3006 and 4006**

As ordered by the COTR, the Contractor shall supply two (2) fully operational pick-up trucks with required operators. The contractor shall equip these vehicles for snow plowing and salt spreading capability at all times during the snow season.

**C.3.8 Coordination Meetings – CLINs 0007, 1007, 2007, 3007 and 4007**

As ordered by the COTR, the Contractor shall provide one (1) lead personnel to attend snow event coordination meetings. These meetings will be held at DDOT offices within the District of Columbia. It is anticipated that up to four (4), two (2) hour meetings will be required throughout the term of the contract.

**C.4 SPECIFICATIONS FOR SALT SPREADING UNIT AND SNOWPLOW**

**C.4.1 Salt Spreading Unit**

The salt spreading unit must be either a frame mounted or slide-in-box type with a minimum capacity of 8 cubic yards. The salt spreading units must be able to apply a minimum 250 lbs and a maximum of 800 lbs per lane mile. During the inspection the Contractor shall demonstrate that these application rates can be met. Pick-up plow/spreader trucks must have slide-in-box type spreaders.

**C.4.2 Snowplow**

All trucks must be equipped with a snowplow. The snowplow blade must be front mounted, with the ability to plow to the left and to the right. The snowplow must be at a minimum of 10 feet in length. Upon the COTR's request the Contractor shall change out the cutting portion of the blade from a steel or carbon type to a rubber blade. The plow must have a marker on both ends that is florescent orange and be a minimum of 24 inches in length and a minimum width of ½ inch. There must be an in-cab control system to raise and lower the blade.

## **SECTION D:     PACKAGING AND MARKING**

The packaging and marking requirements for the resultant contract shall be governed by clause Number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

## **SECTION E: INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION AND ACCEPTANCE REQUIREMENTS**

The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6) Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

### **E.2 EQUIPMENT INSPECTION**

Starting November 1, 2007 or from the contract award date, whichever occurs first, all snow removal equipment that is to be used in performance of the contract from all sources must be made available to the COTR for a visual and operational inspection. The Dry Run and the visual and operational inspection can take place on the same date but it is not required. However, the inspection of all vehicles and equipment must be completed prior to execution of the Dry Run. The operational inspection will cover the following checks:

#### **E.2.1 Plowing And Chemical Application Equipment**

Vehicle must pass a DOT pre-trip inspection. All vehicles must have and maintain a current license and inspection. The plow must raise and lower and turn right and left. Also, the plow cutting blade must be a change from steel/composite to a rubber blade. The spreader and sprayers must operate and show adjustability.

#### **E.2.2 Loading Equipment**

All equipment must run and show all functionalities.

#### **E.2.3 Hauling Equipment**

All vehicles must pass a DOT pre-trip inspection. All vehicles must have and maintain a current license and inspection. All vehicles must run and show all functionalities.

### **E.3 DRIVER INSPECTION**

The Contractor shall furnish the names and copies of each driver's valid operator's permit.

## **SECTION F: DELIVERIES OR PERFORMANCE**

### **F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one (1) year from date of award specified on the cover page of the contract.

### **F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

F.2.1 The District may extend the term of this contract for a period of four (4), one (1) year, option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

### **F.3 FIRST SOURCE INSTRUCTION**

The Contractor shall submit, to the District of Columbia as a deliverable, any reports that are required pursuant to H.13.5 of the 51% District Resident New Hires Requirements and First Source Employment Agreement. If the report is not submitted as part of the deliverables, final payment to the Contractor may not be paid.

**F.4** Services as specified under CLINs 0001, 0002, 0003, 0004, 0005, 0006 and 0007 as ordered by the COTR for the base period and all option year extensions of the contract.

**F.5** Within the first hour of the start of an event, the Contractor shall provide each zone supervisor with a list containing the names of each equipment operator assigned to routes within that supervisor's zone that is on duty along with their corresponding cellular telephone number and equipment identification number.

## **SECTION G : CONTRACT ADMINISTRATION DATA**

### **G.1 INVOICE PAYMENT**

- G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2 The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL**

- G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

**Name:** Office of the Controller/Agency CFO  
**Address:** Customer Care Division  
2000 14<sup>th</sup> Street, N.W., 6<sup>th</sup> Floor  
**Telephone:** (202) 671-2300

- G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1 Contractor's name, Federal tax ID and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- G.2.2.2 Contract number and invoice number;
- G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed.
- G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6 Name, title, phone number of person preparing the invoice;



G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.3.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

### **G.4 METHOD OF PAYMENT**

G.4.1 Payment for each CLIN ordered will be made at the contract unit price hourly rate. Payment will be made each month upon receipt of an invoice submitted in triplicate, for the services furnished during the proceeding month and accepted as satisfactory by the COTR.

G.4.2 Unless otherwise specified in the contract, payment will be made on partial deliveries of goods or services accepted by the District if:

G.4.2.1 The amount due on the deliveries warrants it; or

G.4.2.2 The Contractor requests it and the amount due for services are in accordance with the following:

“Payment will be made on completion and acceptance of each service for which the price is stated separately in the contract”.

### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

- G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_,  
make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

## **G.6 THE QUICK PAYMENT CLAUSE**

### **G.6.1 Interest Penalties to Contractors**

- G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- G.6.1.1.1 the 3<sup>rd</sup> day after the required payment date for meat or a meat product;  
G.6.1.1.2 the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or  
G.6.1.1.3 the 15<sup>th</sup> day after the required payment date for any other item.

- G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

### **G.6.2 Payments to Sub-contractors**

- G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any sub-contractor under a contract:

- G.6.2.1.1 Pay the sub-contractor for the proportionate share of the total payment received from the District that is attributable to the sub-contractor for work performed under the contract; or

- G.6.2.1.2 Notify the District and the sub-contractor, in writing, of the Contractor's intention to withhold all or part of the sub-contractor's payment and state the reason for the nonpayment.

- G.6.2.2 The Contractor must pay any lower-tier sub-contractor or supplier interest penalties on amounts due to the sub-contractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made.

Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- G.6.2.2.1 the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
  - G.6.2.2.2 the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
  - G.6.2.2.3 the 15<sup>th</sup> day after the required payment date for any other item.
- G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the sub-contractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4 A dispute between the Contractor and sub-contractor relating to the amounts or entitlement of a sub-contractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

## **G.7 CONTRACTING OFFICER (CO)**

Contracts may be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

***Jerry M. Carter, Contracting Officer  
Office of Contracting & Procurement  
District Department of Transportation  
2000 14<sup>th</sup> Street, N.W., 6<sup>th</sup> Floor  
Washington, D.C. 20009  
202-671-2270***

## **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- G.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

*Name: Aaron S. Horton*  
*Title: Snow and Ice Coordinator*  
*Agency: District Department of Transportation*  
*Address 64 New York Ave., N.W.*  
*Telephone: 202-671-4679*

- G.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**G.10 ORDERING CLAUSE**

- G.10.1 Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of this contract.
- G.10.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- G.10.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

**G.11 CANCELLATION CEILING**

In the event of cancellation of the contract because of nonappropriation for any subsequent fiscal years or any option years, there shall be a cancellation ceiling of (0.00) dollars representing reasonable preproduction and other non-recurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subContractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

### **H.2 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

### **H.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

H.3.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. (“First Source Act”).

H.3.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Attachment J.1.4) in which the Contractor shall agree that:

H.3.2.1 The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and

- H.3.2.2 The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- H.3.3 The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
- H.3.3.1 Number of employees needed;
  - H.3.3.2 Number of current employees transferred;
  - H.3.3.3 Number of new job openings created;
  - H.3.3.4 Number of job openings listed with DOES;
  - H.3.3.5 Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
  - H.3.3.6 Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
    - H.3.3.6.1 Name;
    - H.3.3.6.2 Social Security number;
    - H.3.3.6.3 Job title;
    - H.3.3.6.4 Hire date;
    - H.3.3.6.5 Residence; and
    - H.3.3.6.6 Referral source for all new hires.
- H.3.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.
- H.3.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:
- H.3.5.1 Document in a report to the Contracting Officer its compliance with the section H.3.4 of this clause; or
  - H.3.5.2 Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 and include the following documentation:
    - H.3.5.3 Material supporting a good faith effort to comply;
    - H.3.5.4 Referrals provided by DOES and other referral sources;
    - H.3.5.5 Advertisement of job openings listed with DOES and other referral sources; and
    - H.3.5.6 Any documentation supporting the waiver request pursuant to section H.3.6.
- H.3.6 The Contracting Officer may waive the provisions of section H.3.4 if the Contracting Officer finds that:
- H.3.6.1 A good faith effort to comply is demonstrated by the Contractor;
  - H.3.6.2 The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington

Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

- H.3.6.3 The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- H.3.6.4 DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.
- H.3.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.
- H.3.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.3.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.3.7.
- H.3.9 The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.

#### **H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

- H.4.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:
  - H.4.1.1 at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.4.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

## **H.5 PROTECTION OF PROPERTY**

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

## **H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of the contract, the Contractor and any of its sub-contractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. 12101 et seq.

## **H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its sub-contractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 (1983) et seq.

## **H.8 DISTRICT RESPONSIBILITIES**

H.8.1 The District will supply abrasives and issue a set of maps detailing the route areas to be treated as stated in Section C.

H.8.2 The COTR will specify the application rate at which abrasives must be applied.

H.8.3 The District shall provide each Contractor provided equipment operator with a GIS equipped cellular telephone to be utilized by each operator for the purpose of communication with the assigned zone supervisor during a declared event.

H.8.4 The District will take out of service an equipment operator who fails to comply with the communication requirements of Section H.9.3.1.4 on a per truck/equipment basis.

## **H.9 CONTRACTOR RESPONSIBILITIES**

H.9.1 The Contractor shall utilize the following procedures to apply materials:



- H.9.1.1 Generally, material applications shall be carried out at a speed not to exceed 25 miles per hour. However, the individual truck speed shall be adjusted to account for weather, traffic, highway conditions and the type of material being applied.
- H.9.1.2 Unless directed otherwise by the COTR, the Contractor shall adjust the spinner speed to ensure the spread of ice control material in the following manner: On a straight-a-way, the Contractor shall concentrate the placement of ice control materials on the crown area or the road. The crown is designed so that positive surface drainage occurs on both sides of it. If ice control materials are placed on the crown area, then the brine formed by salt and the subsequent melting of snow and ice will drain off the road in two directions.
- H.9.1.3 On a curve, the Contractor shall place ice control materials on the high side of the curve so that any melting which may occur will run down the face of the curve and off the roadway surface.
- H.9.1.4 On multiple-lane-highway, the crown is usually in the middle of the roadway. The Contractor shall place ice control materials on one or two lanes at a time but, starting with the lane or lanes closest to the roadway crown.
- H.9.1.5 All bridges and overpasses will be pretreated before each storm event. A default amount of 50 gallons per lane mile will be used unless directed by the COTR. When applying liquid to the bridges and overpasses, material must not be sprayed over or off the structure being addressed.
- H.9.2 The Contractor shall follow the following policy while providing snowplowing and salting services:
  - H.9.2.1 Truck speeds while plowing or salting shall not exceed twenty-five (25) miles per hour. Individual truck speed shall be adjusted to meet snow, wind, highway and traffic conditions and the application requirements of the sand, salt or sand and salt mixture.
  - H.9.2.2 Except when performing work on intersection, trucks shall always be operated such that travel is in the same directions as traffic. When work is being done that is not in a normal traffic pattern flow, the contractor shall request from DDOT traffic control assistance.
  - H.9.2.3 The angle of the snowplow blade shall be adjusted to remove snow and ice from the roadway in any efficient manner and to the satisfaction of the COTR.
  - H.9.2.4 Trucks shall pull over at reasonable intervals to allow all traffic to pass if on a road system that has only one (1) lane.

- H.9.2.5 When trucks are operating as multiple unit groupings, they shall be spaced so that traffic can safely pass. Generally the distance between units, on the open, shall not be less than 250 feet, but is dependent on snow, weather and traffic conditions.
- H.9.2.6 When plowing inside lanes into the median, truck speed shall be adjusted to minimize the amount of snow deposited on the adjacent roadway.
- H.9.2.7 On two-lane highways, truck speed and the angle of the plow blade shall be adjusted to minimize the amount of snow deposited on to oncoming traffic.
- H.9.2.8 When plowing on intersections, crossovers, approaches or other “confined” areas, the Contractor shall ensure that equipment operates in a manner which does not create a hazard to traffic.
- H.9.2.9 When approaching railway crossing, trucks shall have the plow raised sufficiently to clear the tracks. Snow or ice shall not be deposited on the crossing. Damage to the crossing shall be reported to the local railway authority and to the COTR immediately and will be the sole responsibility of the Contractor. Windows of snow shall not reduce the lateral sight distance of motorist nor obscure the motorists’ vision of railway traffic.
- H.9.2.10 When plowing overpass structures, the Contractor shall ensure snow is not plowed off the overpass onto the roadway below.
- H.9.2.11 The Contractor shall supply the COTR with the number of hours and miles worked by each truck in each storm event.
- H.9.2.12 The Contractor shall ensure all trucks lights are clear of snow, ice and other materials which may reduce the illumination of the lighting on the truck.
- H.9.2.13 Pre-wetting of salt applied to roadway. As a default temperature, 25 degrees shall be the default temperature for the provision of pre-wetting services. No pre-wetting will occur at 26 degrees and above unless directed by the COTR. The default application rate shall be 10 gallons per 1 ton of salt.
- H.9.3 The Contractor shall follow the following procedures and guidelines regarding communication with District personnel:**
- H.9.3.1 District Supplied Communication Devices:**
- H.9.3.1.1 The contractor shall ensure that equipment operators are fully informed of the procedures and policy regarding the use of District provided communication devices;

- H.9.3.1.2 Equipment operators shall be required to keep the cellular telephone on and in charging status at all times while they are on duty during an event;
- H.9.2.1.3 Equipment operators shall immediately inform their respective zone supervisor, if the cellular telephone malfunctions;
- H.9.3.1.4 Equipment operators shall be required to maintain communication with their respective zone supervisors, a minimum of once each hour, and shall provide information related to their current location, the functionality of the components of their equipment and the quantity of salt remaining within their trucks.
- H.9.3.1.5 Equipment operators shall return the District supplied cellular telephone to their respective zone supervisor at the end of each event. A failure to return the cellular telephone shall result in liquidated damages in accordance with Section H.10.3.

#### **H.9.3.2 Contractor Supplied Communication Devices:**

- H.9.3.2.1 The Contractor shall provide each driver with a cellular telephone in order to supplement the District provided communication device during an event;
- H.9.3.2.2 Equipment operators shall utilize the cellular telephone to supplement and facilitate communication with the District's zone supervisors;
- H.9.3.2.3 Within the first hour of the start of an event, the Contractor shall provide each zone supervisor with a list containing the names of each equipment operator assigned to routes within that supervisor's zone that is on duty along with their corresponding cellular telephone number and equipment identification number;
- H.9.4 The Contractor shall at all times during the period of the contract, observe and comply with all federal, state, local and municipal laws, ordinances, rules, regulations and specifications, where applicable, in any manner affecting compliance with the terms and conditions of this contract.

### **H.10 LIQUIDATED DAMAGES**

- H.10.1 In the event the Contractor fails to supply an item ordered under a CLIN the Contractor shall be assessed liquidated damages as specified below:
  - H.10.1.1 Loaders - \$200.00 per hour;
  - H.10.1.2 Haul Trucks - \$200.00 per hour;
  - H.10.1.3 3 Truck Ready Crew with Plow/Spreader Trucks - \$310.00 per hour;
  - H.10.1.4 Spray Truck - \$100.00 per hour;
  - H.10.1.5 Plow/Spreader Trucks - \$310.00 per hour; and
  - H.10.1.6 Pick-Up Trucks - \$160.00 per hour.

H.10.2 For each truck or piece of equipment that arrives late (in excess of twenty minuets) to its assigned location, DDOT will deduct a one-hour pro-rated associated cost amount per truck or equipment.

H.10.3 A failure to return a District supplied cellular telephone will result in the withholding or forfeiture of all payment associated with the individual violator.

## **H.11 WAY TO WORK AMENDMENT ACT OF 2006**

H.11.1 Except as described in H.12. 8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.11.2 The Contractor shall pay its employees and subContractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

H.11.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subContractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.11.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

H.11.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.5 to each employee and subContractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subContractor to post the Notice in a conspicuous place in its place of business.

H.11.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.11.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.11.8 The requirements of the Living Wage Act of 2006 do not apply to:

H.11.8.1 Contracts or other agreements that are subject to higher wage level determinations required by federal law;

- H.11.8.2 Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- H.11.8.3 Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- H.11.8.4 Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- H.11.8.5 Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- H.11.8.6 An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- H.11.8.7 Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- H.11.8.8 Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- H.11.8.9 Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- H.11.8.10 Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.
- H.11.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

**H.12****DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 4, dated 07/05/2007 issued by the U.S. Department of Labor in accordance with the Service Contract Act incorporated herein as Attachment **J.1.2.** The Contractor shall be bound by the wage rates for the term of the contract.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

### **I.3 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

### **I.4 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **I.5 RIGHTS IN DATA**

**I.5.1** “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.5.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in

media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:



- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_

With \_\_\_\_\_ (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

- I.5.9** Whenever any data, including computer software, are to be obtained from a subContractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subContractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

## **I.6 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

## **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subContractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subContractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subContractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subContractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

**I.8.1 Commercial General Liability Insurance**, \$1,000.000 limits per occurrence, District added as an additional insured.

**I.8.2 Automobile Liability Insurance**, \$1,000,000 per occurrence combined single limit.

**I.8.3 Worker's Compensation Insurance** according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.

**I.8.4 Umbrella/ Excess Liability Insurance**, \$5,000,000 limits per occurrence.

## **I.9                    EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.2.1. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

## **I.10                  ORDER OF PRECEDENCE**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

## **I.11                  PRE-AWARD APPROVAL CONTRACTS OF \$1 MILLION OR MORE**

I.11.1                The award and enforceability of this contract is contingent upon approval of the Council of the District of Columbia.

I.11.2                In accordance with D.C. Official Code §2-301.05a, the Mayor must submit to the Council for approval any contract action over one million dollars within a 12-month period.

## **I.12                  DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination (No. 2005-2103, Revision No. 4 dated 07/05/2007) issued by the U.S. Department of Labor in accordance with the Service Contract Act and incorporated herein as Attachment J.1.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

## **I.13                  ESTIMATED QUANTITIES**

It is the intent of the District to secure a contract for all of the needs of the designated agencies for items specified herein which may occur during the contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles or services specified herein have a history of repetitive use in the District agencies. The

estimated quantities stated in the Invitation for Bids reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

## **SECTION J – LIST OF ATTACHMENTS**

### **J.1 ATTACHMENTS INCORPORATED AS A PART OF THE CONTRACT**

*The following attachments and forms, which must be completed, are incorporated as part of the contract resulting from this solicitation:*

- J.1.1** The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007, (Attachment J.1.1) the District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations. [www.ocp.dc.gov](http://www.ocp.dc.gov)
- J.1.2** Wage Determination No. (2005-2103, Revision 4, dated 7/05/07).
- J.1.3** Living Wage Act of 2006
- J.1.4** First Source Employment Agreement located at [www.ocp.dc.gov](http://www.ocp.dc.gov), Business Requirements, Department of Employment Services, Employer Services, First Source Program
- J.1.5** National Highway System Street Map
- J.2** *(The following forms are located at [www.ocp.dc.gov](http://www.ocp.dc.gov) under Information Policies/Forms shall be completed and returned with the bid.)*
  - J.2.1** E.E.O. Compliance Documents and Mayor' s Order 85-85
  - J.2.2** Tax Certification Affidavit
  - J.2.3** Living Wage Notice

## **SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS**

### **K.1 TYPE OF BUSINESS ORGANIZATION**

**K.1.1** The bidder, by checking the applicable box, represents that

(a) It operates as:

- ☐ a corporation incorporated under the laws of the State of: \_\_\_\_\_
- ☐ an individual,
- ☐ a partnership,
- ☐ a nonprofit organization, or
- ☐ a joint venture.

(b) If the bidder is a foreign entity, it operates as:

- ☐ an individual,
- ☐ a joint venture, or
- ☐ a corporation registered for business in \_\_\_\_\_  
(Country)

### **K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Bidder \_\_\_\_\_ has \_\_\_\_\_ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Bidder \_\_\_\_\_ has \_\_\_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

### **K.3 BUY AMERICAN CERTIFICATION**

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

### **K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each Bidder shall check one of the following:

\_\_\_\_\_ No person listed in Clause 13 of the SCP, “District Employees Not To Benefit” will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

\_\_\_\_\_  
\_\_\_\_\_

### **K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the bidder is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:
  - (i) those prices
  - (ii) the intention to submit a contract, or
  - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.



- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
- 1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

---

*(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's organization);*

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

## **K.7 TAX CERTIFICATION**

Each bidder must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Section J.2.3.

## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

### **L.1 METHOD OF AWARD**

**L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

**L.1.2** The District intends, but is not obligated, to award a single contract resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest bid(s).

### **L.2 PREPARATION AND SUBMISSION OF BIDS**

**L.2.1** Bidders shall submit a signed original and two (2) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCKA-2007-B-0092 (as specified in Section A.3).**

**L.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

**L.2.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

**L.2.4** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

### **L.4. FAMILIARIZATION WITH CONDITIONS (SERVICES)**

Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Bidders will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

**L.5 BID SUBMISSION DATE AND TIME**

Bids must be submitted no later than 2:00 p.m. local time on October 1, 2007.

**L.6 WITHDRAWAL OR MODIFICATION OF BIDS**

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

**L.7 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

**L.7.1** Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

**L.7.1.1** The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or

**L.7.1.2** The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

**L.7.2 Postmarks**

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

**L.7.3 Late Submissions**

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

**L.7.4 Late Modifications**

A late modification of a successful bid which makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

**L.7.5 Late Bids**

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

**L.8 HAND DELIVERY OR MAILING OF BIDS**

**DELIVER OR MAIL TO:**

Office of Contracting and Procurement  
Bid Room  
2000 14<sup>th</sup> Street, NW  
3<sup>rd</sup> Floor  
Washington, D. C. 20009

**L.9 ERRORS IN BIDS**

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

**L.10 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than (seven) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than (seven) days before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

**L.11 FAILURE TO SUBMIT BIDS**

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, (District Department of Transportation (DDOT), Office of Contracting and Procurement, 2000 – 14<sup>th</sup> Street, NW, Washington, D.C. 2009 at (202) 671-2270, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, District Department of Transportation, of the reason for not submitting a

bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer, District Department of Transportation, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

## **L.12 BID PROTESTS**

Any actual or prospective bidder or Contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

## **L.13 SIGNING OF BIDS**

**L.13.1** The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.13.2** All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or Contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

## **L.14 VENDOR SUBMISSION FOR PREFERENCES**

Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as a part of, its bid or proposal the following documentation, as applicable to the preference being sought:

- L.14.1 Evidence of the vendor's, subContractor's, or joint venture partner's certification or self-certification as a LBE, DBE, or RBO, to include either:
- L.14.1.1 A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
- L.14.1.2 A copy of any sworn notarized Self-Certification forms prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located in outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.
- L.14.2 Evidence that the vendor or any subContractor is located in an enterprise zone.

In order for a bidder to receive allowable preferences under this solicitation, the bidder must include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its bid or proposal.

Refer to J.2.1 for the Self-Certification package

In order to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit forms to:

Office of Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, D.C. 20001

All vendors are encouraged to contact the Local, Small and Disadvantage Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

## **L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

## **L.16           LEGAL STATUS OF BIDDER**

Each proposal must provide the following information:

- L.16.1       Name, Address, Telephone Number, Federal tax identification number and DUNS Number of offeror;
- L.16.2       A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed “Clean Hands Certification” that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.16.3       If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

## **L.17           STANDARDS OF RESPONSIBILITY**

The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective Contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L.17.1       Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.17.2       Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.17.3       Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.17.4       Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.17.5       Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.17.6       Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.17.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

**L.17.8** If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be nonresponsible.

**L.18 PERMITS, LICENCES AND SPECIFICATIONS**

Bidders must certify that they are now and shall at all times during the period of this contract, observe and comply with all federal, state, local and municipal laws, ordinances, rules, regulations and specifications, where applicable, in any manner affecting compliance with the terms and conditions of this contract.



## **SECTION M: EVALUATION FACTORS**

### **M.1 EVALUATION OF OPTION YEARS**

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

### **M.2 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone**

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

#### **M.2.1 General Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.2.1.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.2.1.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.2.1.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.2.1.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

M.2.1.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

M.2.1.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.3.1 **Application of Preferences**

The preferences shall be applicable to prime Contractors as follows:

M.3.1.1 Any prime Contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

M.3.1.2 Any prime Contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

M.3.1.3 Any prime Contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.3.1.4 Any prime Contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.3.1.5 Any prime Contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.3.1.6 Any prime Contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a

100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

**M.4 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

**M.4.1 Preferences for Certified Joint Venture**

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime Contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**M.5 Vendor Submission for Preferences**

M.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.5.1.3 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

M.5.1.4 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.